



JOSEPH P. RILEY, JR.
MAYOR

VANESSA TURNER-MAYBANK
CLERK OF COUNCIL

City of Charleston

South Carolina

Clerk of Council Department

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 4:15 p.m., October 13, 2014, at City Hall, 80 Broad Street, First Floor Conference Room. The agenda will be as follows:

AGENDA

Invocation – Councilmember Waring

Approval of Minutes: September 22, 2014

- a.) Approval to authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Emad Hammad and Neda Burghol for the sale of 8 Cedar Street for \$65,000. This property is being sold subject to the HOME Investment Partnerships Program Resale Restrictive Covenants with an affordability period of 20 years. (TMS# 461-13-03-030) [Ordinance]
- b.) Discussion of Contract for Purchase and Sale of 645 Meeting Street (Trolley Barn)
- c.) Consider the following annexations:
 - i.) 711 Savage Road (TMS# 310-03-00-061) 3.17 acres, West Ashley (District 7)
 - ii.) 3130 Maybank Highway (TMS# 313-00-00-022) 0.34 acre, Johns Island (District 5)
 - iii.) Clements Ferry Road and Heidie Lane (TMS# 267-00-00-004, 267-00-00-010, 267-00-00-050, 267-00-00-051, 267-00-00-052, 267-00-00-053, 267-00-00-054, 267-00-00-055, 267-00-00-56, 267-00-00-057, 267-00-00-069, 267-00-00-071), 30.23 acres, Cainhoy (District 1)
 - iv.) Main Road (TMS# 280-00-00-077, 280-00-00-296 and 280-00-00-297) 20.62 acres, 20.62 acres, Johns Island (District 5)

COMMITTEE ON REAL ESTATE

September 22, 2014

A meeting of the Committee on Real Estate was held this date beginning at 4:29 p.m. at City Hall, 80 Broad Street, First Floor Conference Room.

Notice of this meeting was sent to all local news media.

PRESENT

Councilmember Alexander, Chair; Councilmembers Waring, White and Moody and Mayor Riley **Staff:** Colleen Carducci, Director of Real Estate Management; Adelaide Andrews, Deputy Corporation Counsel, Frances Cantwell, Assistant Corporation Counsel; and Laurie Thompson, Executive Assistant to the Mayor
Also Present: Timothy Domin, Attorney representing the City

The meeting was opened with a moment of silence by Councilmember White.

APPROVAL OF MINUTES

On the motion of Councilmember Moody, seconded by Councilmember White, the Committee voted unanimously to approve the minutes of the September 8, 2014 meeting.

CONDEMNATION RESOLUTION FOR CAINHOY PUBLIC SAFETY FACILITY

Ms. Cantwell stated that they discussed trying to negotiate a settlement on the Callahan property to acquire the Cainho fire station. They were given the directive to try to negotiate, and if that failed, to start the condemnation process, which they have. Mr. Callahan is challenging the City's right to condemn the property because they have a lot of other options to choose from. One of his complaints is that there isn't a formal resolution from City Council saying they're condemning the property. This resolution will moot that complaint. The proceedings have started and Mr. Domin can give an update on where they are in the process. Councilmember Moody asked if the resolution tells why this particular piece of property is important to the City's plan. Ms. Cantwell replied yes.

Mr. Domin stated that they filed a notice to condemn and within that 30-day period Mr. Callahan had the right to file a lawsuit contesting this, which he did. Until we get the lawsuit settled about whether it's an appropriate public purpose, it holds any further proceedings. He's not contesting that a fire station is not a valid public purpose. His argument is that the fire station can be placed anywhere, and we're going to litigate that. Councilmember White confirmed that until it's been heard by the court, we're in a holding pattern. Mr. Domin stated that the City can't gain title to his property until we disclose of that first piece. Councilmember White asked about how long this would take. Mr. Domin stated that there are various shortcuts that they will try to utilize such as summary judgment. He said that otherwise trials are normally a year out from the date of filing for a lawsuit. He stated that there are also appeals that can be filed. Mayor Riley stated that he asked Chief Brack to look at various locations to put a temporary station. That has been done before. He stated that there needs to be a fire station up there. He noted that Chief Brack is analyzing that. They have offered Mr. Callahan some property on Highway 17N, which would be nice. Ms. Cantwell stated that he has looked at it and isn't interested. Councilmember White stated that he was thinking of the timing, specifically with the high school going in and possibly an elementary or middle school as well. He stated that a use like that moving forward puts us in a little bit of a bind. Mayor Riley stated that it seems that they have to get a fire apparatus up there with reasonable deliberate speed.

On the motion of Mayor Riley, seconded by Councilmember White, the Committee voted unanimously to enter into Executive Session.

On the motion of Councilmember Moody, seconded by Councilmember White, the Committee voted unanimously to exit Executive Session.

The purpose of the Executive Session was to discuss contractual matters. No action was taken.

On the motion of Mayor Riley, seconded by Councilmember Moody, the Committee voted unanimously to approve the Condemnation Resolution for Cainhoy Public Safety Facility.

EXECUTIVE SESSION RELATED TO ACQUISITION OF EASEMENTS

On the motion of Councilmember Waring, seconded by Councilmember White, the Committee voted unanimously to enter into Executive Session.

On the motion of Councilmember White, seconded by Councilmember Waring, the Committee voted unanimously to exit Executive Session.

The purpose of the Executive Session was to discuss the acquisition of easements. No action was taken.

There being no further business, the meeting was adjourned at 4:56 p.m.

Techina Jacques
Council Secretary

a.

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Joseph P. Riley, Jr., Mayor DATE: October 3, 2014
FROM: Geona Shaw Johnson DEPT: Housing and Community Development
ADDRESS: 8 Cedar Street, Charleston, SC
TMS: 461-13-03-030

ACTION REQUEST: To authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Emad Hammad and Neda Burghol for the sale of 8 Cedar Street for \$65,000.00. This property is being sold subject to the HOME Investment Partnerships Program Resale Restrictive Covenants with an affordability period of 20 years.

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

Department Head

Legal Dept

Property Coordinator

Property Manager

Signature

Attachments

☒ X

☒ ✓

☐

☐

☐

FUNDING: Was funding needed?

Yes ☐ No ☒

If yes, was funding previously approved?

Yes ☐ No ☐

*If approved, provide the following: Dept/Div. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

*Commercial Property and Community & Housing Development have an additional form.

COMMERCIALREAL ESTATE FORM

TO: Real Estate Committee DATE: October 3, 2014
FROM: Geona Shaw Johnson DEPT: Housing and Community Development
ADDRESS: 8 Cedar Street, Charleston, SC
TMS: 461-13-03-030

To authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Emad Hammad and Neda Burghol for the sale of 8 Cedar Street for \$65,000.00. This property is being sold subject to the HOME Investment Partnerships Program Resale Restrictive Covenants with an

ACTION REQUEST: affordability period of 20 years.

ACTION: What action is being taken on the Property mentioned?

☐

ACQUISITION BY

☐

DONATION/TRANSFER

Donated By: _____

☐

FORECLOSURE

Terms: _____

☐

PURCHASE

Terms: _____

☐

CONDEMNATION

Terms: _____

☐

OTHER

Terms: _____

☒

SALE BY

☐

NON-PROFIT ORG, *please name* _____

Terms: _____

☒

OTHER

Terms: _____

As stipulated in the Agreement of Purchase and Sale

☐

LEASE

☐

INITIAL

Lessor: _____

Lessee: _____

Terms: _____

☐

RENEWAL

COMMERCIAL REAL ESTATE FORM

Lessor: _____ Lessee: _____
Terms: _____

☐

AMENDMENT

Lessor: _____ Lessee: _____
Terms: _____

☐

Improvement of Property

Owner: _____
Terms: _____

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐

Results: Background check will be requested and results known prior to final contract approval.

Signature: _____

Colleen Carducci
Property Manager

ADDITIONAL : Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).



Ratification
Number _____

AN ORDINANCE

TO AUTHORIZE THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS TO ENTER INTO THAT CERTAIN AGREEMENT OF PURCHASE AND SALE BETWEEN THE CITY OF CHARLESTON AND EMAD HAMMAD AND NEDA BURGHOL FOR THE SALE OF 8 CEDAR STREET BEARING TMS #461-13-03-030 LOCATED IN THE CITY AND COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA FOR THE SUM OF \$65,000.00 AND TO EXECUTE THE NECESSARY DOCUMENTS TO EFFECTUATE SAID SALE, SAID AGREEMENT OF PURCHASE AND SALE BEING MARKED AS EXHIBIT I, ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute the necessary documents to enter into that certain Agreement of Purchase and Sale between the City of Charleston and Emad Hammad and Neda Burghol for the sale of 8 Cedar Street bearing TMS #461-13-03-030 located in the City and County of Charleston, State of South Carolina for the sum of \$65,000.00 and to execute the necessary documents to effectuate said sale, said Agreement of Purchase and Sale being marked as Exhibit I, attached hereto and incorporated by reference herein.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____, in the Year of Our Lord, 2014, and in the 239th Year of the Independence of the United States of America.

BY: _____
Joseph P. Riley, Jr.
Mayor, City of Charleston

ATTEST:

BY: _____
Vanessa Turner-Maybank
Clerk of Council

Buyer Profile

Property: 8 Cedar Street, Charleston, SC 29403
Price: \$65,000
Property Details: Townhouse: 3 bedrooms, 2 baths, 1000 sq. ft.
Program: HOME Investment Partnerships Program

Homebuyer

Name: Emad Hammad
Neda Burghol
Age: 39, 31
Marital Status: Married
Ethnicity: Other
Occupation: Transportation Service
Employer: Self-Employed
Salary: \$23,687
AMI: 35.4%
No. in household: 5
First Mortgage: \$62,500
Subsidies: None

AGREEMENT OF PURCHASE AND SALE

This **AGREEMENT OF PURCHASE AND SALE** ("Agreement") is made this 3 day of October, 2014, by and between **CITY OF CHARLESTON**, having a notice address of **80 Broad Street, Charleston, SC 29401** (hereinafter referred to as the "Seller") and **Emad Hammad and Neda Burghol**, having a notice address of **411 Meeting Street, Charleston, SC 29401** (hereinafter referred to together as the "Buyers").

WITNESSETH

1. SALE OF THE PROPERTY. The Seller agrees to sell and the Buyers agree to purchase on the terms hereafter stated all of the Seller's right, title, and interest as of the Closing Date (hereafter defined), in and to the real property located in Charleston County, South Carolina, and known generally as **8 Cedar Street, Charleston, SC 29405**(property address) Charleston County **Tax Map No. 461-13-03-030**, together with all improvements located thereon and appurtenances thereto, if any (the "Property").

2. PURCHASE PRICE. Subject to the adjustments and the prorations hereafter described, the total purchase price to be paid by the Buyers to the Seller on the Closing Date for the Property (the "Purchase Price") is the sum of **Sixty-Five Thousand and No/100 Dollars (\$65,000.00)**, payable, in cash, as follows:

2.1 Earnest Money Deposit. The sum of Twenty-Five Hundred and No/100 Dollars (\$2,500.00) shall be paid by the Buyers to the Seller (the "Earnest Money"). The Earnest Money shall be held in escrow by the Seller's attorney, Haynsworth Sinkler Boyd, PA (the "Escrow Agent"), in a non-interest bearing account, until the Closing Date and then shall be applied against the Purchase Price on the Closing Date, unless otherwise disposed of in accordance with the terms and provisions of this Agreement.

2.2 Cash at Closing. On the Closing Date, the Buyers shall pay to the Seller the further sum of Sixty-Two Thousand Five Hundred and No/100 Dollars (\$62,500.00 in immediately available funds which, together with the Earnest Money, shall be equal to the Purchase Price.

3. TITLE. At closing, Seller shall convey the Property to the Buyers in accordance with the requirements set forth in Paragraph 4.3.1 below and subject to all matters appearing of record in the Charleston County RMC Office.

4. CLOSING. The Buyers and the Seller agree that the purchase will be consummated as follows:

4.1 Title Transfer. The Seller agrees to convey title to the Property to the Buyers, subject to the items set forth in Paragraph 4.3 below and the HOME

PARTNERSHIP Program Resale Restrictions, attached as Exhibit B, on or before the close of business on the Closing Date and, effective on the delivery of the Deed (as hereafter defined) from the Seller to the Buyers, beneficial ownership and the risk of loss of the Property will pass from the Seller to the Buyers.

4.2 Closing Date and Location. This transaction shall close on or before **November 28, 2014** (the "Closing Date"). **TIME IS OF THE ESSENCE.** The closing shall occur at a time and place in Charleston County, South Carolina, to be designated by the Buyers and approved by the Seller.

4.3 Seller's Instruments. At closing, the Seller shall deliver or cause to be delivered to the Buyers the following items:

4.3.1 Limited Warranty Deed. A limited warranty deed (the "Deed") executed by the Seller conveying to the Buyers all of the Seller's right, title and interest, as of the Closing Date, in and to the Property, subject to easements and all other matters appearing of record in Charleston County.

4.3.2 Additional Documents. Such additional documents as might be reasonably required by the Buyers to consummate the purchase of the Property by the Buyers.

4.4 Buyers' Instruments. At closing, the Buyers shall deliver to the Seller the following items:

4.4.1 Purchase Price. The payment required by Paragraph 2 hereof.

4.4.2 Additional Documents. Such additional documents as might be reasonably required by the Seller to consummate the sale of the Property to the Buyers.

4.5 Closing Costs. With respect to the conveyance of the Property, the Seller shall pay its own legal expenses, deed preparation costs, and any sum necessary to correct any title deficiency that is raised by Buyers in writing prior to expiration of the Inspection Period, and that the Seller agrees, in writing, to pay. Buyers shall pay all other closing costs, including any survey costs and all other recording costs and fees associated with the sale of the Property. All property taxes (if any) on the Property shall be prorated as of the date of closing, with the Buyers being solely responsible for any property taxes that are imposed on the Property after the date of closing. Buyers agree to be responsible for any real estate commission or other fee resulting from a sale of the Property; however, the Seller acknowledges that it has not engaged nor shall engage a real estate agent to sell the Property.

Roll back taxes, if any, shall be the responsibility of the Buyers.

5. **POSSESSION.** Subject to any limitations set forth in this Agreement, possession of the Property shall be delivered to the Buyers on the Closing Date.

6. **DEFAULT; REMEDY.** In the event that the Seller or the Buyers fail to perform their obligations hereunder, the party claiming default shall make written demand for performance. If the Seller defaults and fails to comply with such written demand within ten (10) days after receipt thereof, the Buyers, as their sole and exclusive remedy under this Agreement, shall have the right to terminate this Agreement and receive a refund of the Earnest Money and to be reimbursed by the Seller for Buyers' actual out of pocket expenses, including but not limited to credit report, appraisal fee, survey, cost of title examination, attorney's fees, provided, however, the actual out of pocket expenses recoverable hereunder shall in no event exceed \$1,000. Except to enforce their rights under the foregoing sentence, the Buyers shall not have, and hereby waive, the right to bring suit for damages against Seller for breach of this Agreement. If the Buyers default and fail to comply with such written demand within ten (10) days after receipt thereof, the Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money as liquidated damages, it being agreed between Seller and Buyers that damages are liquidated due to the difficulty, inconvenience and uncertainty of ascertaining actual damages for failure to perform under this Agreement.

7. **AS-IS PURCHASE:** BUYERS ACKNOWLEDGE THAT THIS IS AN "AS-IS" PURCHASE AND REPRESENT AND WARRANT THAT AS OF THE CLOSING DATE BUYERS SHALL BE FAMILIAR WITH THE PROPERTY AND SHALL HAVE MADE SUCH INDEPENDENT INVESTIGATIONS AS BUYERS DEEM NECESSARY OR APPROPRIATE CONCERNING THE PROPERTY. IF BUYERS ELECT TO PROCEED WITH THE PURCHASE OF THE PROPERTY, ANY OBJECTIONS WHICH BUYERS MAY HAVE WITH RESPECT TO THE PROPERTY SHALL BE WAIVED BY BUYERS. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTY, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE WITH RESPECT TO THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING, THE FINANCIAL EARNING CAPACITY OR HISTORY OR EXPENSE HISTORY OF THE OPERATION OF THE PROPERTY, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDERSHORE, SUFFICIENCY OF DRAINAGE, WHETHER THE PROPERTY IS LOCATED WHOLLY OR PARTIALLY IN A FLOOD PLAIN OR A FLOOD HAZARD BOUNDARY OR SIMILAR AREA, THE EXISTENCE OR NON-EXISTENCE OF HAZARDOUS WASTE OR OTHER TOXIC MATERIALS OF ANY KIND OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY. BUYERS ACKNOWLEDGE AND AGREE THAT CERTAIN CHEMICALS AND OTHER POTENTIALLY HAZARDOUS MATERIALS HAVE BEEN STORED ON THE PROPERTY IN THE PAST AND BUYERS AGREE TO HOLD SELLER HARMLESS FROM ANY LIABILITY

ARISING OUT OF THE SAME. THE PROVISIONS OF THIS PARAGRAPH 7 SHALL SURVIVE CLOSING.

8. **BUYERS' RIGHT OF INSPECTION.** Buyers, at their own expense, shall have the privilege of inspecting, or causing to be inspected, the title to the Property and the Property itself, which may include, without limitation, environmental concerns, including but not limited to hazardous waste and radon gas; until November 12, 2014 (the "Inspection Period"). Results of the foregoing inspections are to be satisfactory to Buyers, in Buyers' sole discretion, and if the results are not satisfactory, Buyers shall have the option to terminate this Agreement by providing written notice to Seller of such termination at any time prior to expiration of the Inspection Period. In the event that the Buyers so terminate the Agreement prior to the expiration of the Inspection Period, the Earnest Money shall promptly be returned to the Buyers.

9. **MISCELLANEOUS.** It is further agreed as follows:

9.1 **Notice.** All notices required hereunder will be in writing and served by certified mail, return receipt requested, postage prepaid, at the addresses shown above, until notification of a change of such addresses. Notice may also be sent by a nationally recognized overnight courier service to the addresses set forth above.

9.2 **Entire Agreement.** This Agreement, together with the attachments hereto, constitutes the entire agreement between the Buyers and the Seller and there are no agreements, understandings, warranties or representations between the Buyers and the Seller except as set forth herein. The Agreement cannot be amended except in writing executed by the Buyers and the Seller.

9.3 **Binding Effect.** This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

9.4 **Assignment.** This Agreement shall not be assigned by either party without first obtaining the other party's written consent, which consent may be withheld with or without cause.

9.5 **South Carolina Law.** This Agreement shall be governed, enforced and construed in accordance with the laws of the State of South Carolina.

9.6 **Time is of the Essence.** Seller and Buyers expressly agree that time is of the essence with respect to each provision of this Agreement.

9.7 **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute the Agreement, binding on all parties hereto, even though all the parties are not signatories to the original or same counterpart.

9.8 **Agreement to Survive Closing.**

This Agreement and each obligation

of the parties hereto, shall survive the Closing of the transfer of the Property from Seller to Buyers.

- 9.9 Attorneys Fees/Costs. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection therewith.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first written above.



WITNESSES:

SELLER:


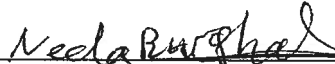
CITY OF CHARLESTON

By: _____
Joseph P. Riley, Jr.
Its: Mayor

WITNESSES:

BUYERS:


Homeowner [Emad Hammad]

Homeowner [Neda Burghol]

City of Charleston Home Program Resale Provisions

The real property, together with any improvements thereon (the "Property") described in this deed (the "Deed") shall be conveyed subject to the conditions, covenants, restrictions and limitations set forth below (collectively, the "Covenants"). The Covenants shall be considered as covenants running with the land, and shall be binding on the grantee named in the Deed, together with his/her heirs, successors and assigns, including all successors in title to the Property (collectively, the "Owner").

1. RESTRICTION ON RESALE. For a period of twenty (20) years from the date of this deed (the "Affordability Period"), the Owner shall be entitled to sell the Property only to a "Qualified Purchaser" as certified by the City of Charleston (together with any appropriate department(s) within the City of Charleston designated from time to time with respect to the various provisions of these Covenants, the "City"). In addition to any party deemed to be a Qualified Purchaser pursuant to Paragraph 9 below, a "Qualified Purchaser" shall mean a person who has been certified by the City as having a household annual income that does not exceed the Maximum Annual Family Income as determined by the City. Maximum Annual Family Income shall mean 80% of the area median income, as certified by the Housing and Urban Development Agency, and as adjusted by the City for the number of persons in the household ("AMI"). When the Owner decides to sell the Property, the Owner shall promptly, and in any event prior to entering into a binding agreement to convey the Property, contact the City to coordinate the marketing of the Property to Qualified Purchasers and the process of certifying any interested buyer as a Qualified Purchaser by the City. If the City identifies a Qualified Purchaser for the Property, the Owner agrees to negotiate in good faith with such Qualified Purchaser, subject to the terms hereof.

2. MAXIMUM SALES PRICE. During the Affordability Period, the sale from the Owner to a Qualified Purchaser shall be for an amount, as determined by the City in its sole and absolute discretion (the "Resale Price"), that is equal to or less than the Maximum Resale Price, as hereafter defined. As used herein, the "Maximum Resale Price" shall mean an amount equal to the lesser of: (a) the purchase price paid by such Owner, plus the cost of any Qualified Capital Improvements (hereafter defined) made by such Owner, adjusted by the change in the area median income¹ or the consumer price index² (whichever is greater) occurring between the date such Owner took title and the date of the sale to the Qualified Purchaser, plus any reasonable and necessary resale expenses as determined by the City in its sole discretion; or (b) the HOME Program Maximum Purchase Price.³

¹ Published annually by the U.S. Department of Housing and Urban Development.

² Consumer Price Index for All Urban Consumers (CPI-U) for the South urban area, All Items, (Base Period: 1982-84 = 100), as published by the United States Department of Labor. If the United States Department of Labor should no longer compile and publish such statistical information, the most similar information compiled and published by said Department or any other branch or department of the federal government or by the State of South Carolina shall be used for the purpose of determining the Consumer Price Index.

³ HOME Program maximum purchase prices are the Section 203(b) Single Family Mortgage Limits, as determined by the U.S. Department of Housing and Urban Development's Office of Single Family Housing.

3. FAIR RETURN ON INVESTMENT. In determining the Resale Price, as set forth above, the City shall choose a price that is high enough to ensure the Owner a Fair Return on Investment (hereafter defined), provided, however, that in no event shall the Resale Price exceed the Maximum Resale Price. As used herein, the term "Fair Return on Investment" shall mean an amount equal to the sum of: (a) the Owner's down payment actually paid in connection with the purchase of the Property, (b) loan principal repayments actually made with respect to the purchase money financing originally obtained by the Owner in order to purchase the Property, and (c) the cost of any Qualified Capital Improvements (hereafter defined). The City reserves the right to determine, in its sole discretion, the correctness and eligibility for consideration of any amounts listed in (a), (b), and (c) above.

4. QUALIFIED CAPITAL IMPROVEMENTS. As used herein the term "Qualified Capital Improvements" shall mean permanent fixed improvements to the Property made by the Owner, subject to the remaining terms of this Paragraph 4. In order for an item to be eligible for consideration as a Qualified Capital Improvement, the Owner must provide, upon the City's request, paid receipts or other evidence reasonably satisfactory to the City documenting the cost of such proposed Qualified Capital Improvements. In addition, any proposed Qualified Capital Improvements made during a given year in excess of the sum of \$1,750.00 must be approved by the City, in its sole and absolute discretion, prior to the making of such Qualified Capital Improvements in order to be eligible for consideration as a Qualified Capital Improvement.

5. SALE SUBJECT TO AFFORDABILITY DEED RESTRICTIONS; REPLACEMENT COVENANTS. At the City's option, and in its sole and absolute discretion, the conveyance of the Property from the Owner to the Qualified Purchaser shall be made subject to additional affordability deed restrictions intended to replace these Covenants ("Replacement Covenants"), and, unless otherwise stipulated therein, upon the proper recording of the Replacement Covenants in the deed to such Qualified Purchaser, these Covenants shall terminate and be of no further force or effect. In the event the City does not choose to cause the Property to be conveyed subject to Replacement Covenants, these Covenants shall continue in full force and effect throughout the remainder of the Affordability Period.

6. RESTRICTION ON OCCUPANCY: NO RENTALS. During the Affordability Period, the Property shall be used and occupied solely as an Owner occupied, residential dwelling. The Owner shall not lease, nor permit to be leased, the Property.

7. MAINTENANCE; INSURANCE. The exterior appearance of the Property shall be maintained in an attractive and orderly condition and shall be kept free from trash, salvage, rubbish, garbage, and other unsightly or offensive material. Any building now or hereafter located on the Property shall be maintained in an attractive and sound condition and repaired as necessary promptly to prevent damage to the building(s) or any part thereof.. The Owner shall keep the Property fully insured against casualty, fire, and flood loss at levels acceptable to the City.

8. CITY'S RIGHT OF REPURCHASE. In the event of a breach of any term or provision of these Covenants, in addition to any other remedy available under the terms hereof, at law or in equity, the City shall have the right to repurchase the Property for the "Discounted Purchase Price", free and clear of any encumbrances and liens, other than those existing prior to the recording of this Deed. The Discounted Purchase Price shall mean the purchase price recited in this Deed (without regard to the consideration stated in any subsequent deed conveying the Property subject to these Covenants) multiplied by any increase in the AMI from the date of this Deed. For example and for illustration purposes only, if the original purchase price stated in this Deed had been \$200,000 and if AMI had increased by 10% from the date of this Deed to the date of the breach, the Discounted Purchase Price would be \$220,000. The right of repurchase set forth herein shall survive any conveyance of the Property and shall be enforceable against any record owner thereof. If the City purchases the Property pursuant to this Paragraph 8, the result may be that the then current Owner is obligated to sell the Property to the City for a purchase price that is less than the price the current Owner paid for the Property. The City shall have no obligation to the current Owner or its mortgagee to provide legal assistance in seeking redress against the selling Owner who participated in the breach of these Covenants. Each purchaser and mortgagee is advised to request from a selling Owner a copy of the City's determination of the Discounted Purchase Price for the transaction.

9. DEEMED QUALIFIED PURCHASERS. Transfers to the following persons, parties or entities (an "Exempt Transfer") are deemed to be transfers to Qualified Purchasers for purposes of these Restrictions:

(a) a transfer resulting from the death of an Owner by operation of law pursuant to any will or trust to a spouse, child (including stepchildren), parent, grandparent or grandchild of any Owner.

(b) a transfer from a decree of dissolution of the marriage or legal separation, or from a property settlement agreement incidental to such a decree, by which a spouse who is an Owner becomes the sole Owner of the Property.

(c) a transfer that occurs by virtue of foreclosure of a mortgage encumbering the Property or a transfer that occurs by reason of a deed in lieu of foreclosure shall be deemed to be a transfer to a Qualified Purchaser.

Following any Exempt Transfer, the Property shall remain subject to these Covenants, provided, however, that any transfer as set forth in Paragraph 9(c) above shall be subject to the terms and conditions of Paragraph 10 of these Covenants.

10. MORTGAGE PROVISIONS.

(a) Purchase Money Mortgage; Restriction against Junior Encumbrances. The Owner shall not refinance, encumber (voluntarily or otherwise) or grant a mortgage on the Property without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion, provided, however, that this provision shall not apply to a purchase money first priority mortgage granted by the Owner in order to acquire the Property

EXHIBIT B

("Purchase Money Mortgage"). No future advances under a Purchase Money Mortgage shall be given without first obtaining the City's written consent, which consent may be withheld in the City's sole and absolute discretion. If the City consents to the refinancing of a Purchase Money Mortgage, the mortgage replacing the original Purchase Money Mortgage as a result of such refinancing shall be considered a Purchase Money Mortgage for purposes of these Covenants.

(b) Notice of Foreclosure. The holder of a Purchase Money Mortgage (a "Purchase Money Mortgagee") shall give the City sixty (60) days advance written notice of its intent to foreclose upon its Purchase Money Mortgage or to accept a conveyance of the Property in lieu of foreclosure. During the sixty (60) day period, the City, its successors or assigns, shall have the right, but not the obligation, to purchase the mortgage for the amount due thereunder (including applicable expenses), and in such event the Purchase Money Mortgagee shall deliver to the purchaser such assignments and other evidentiary documents as the City shall reasonably request.

(c) Termination of Covenant. If a Purchase Money Mortgagee acquires the Property by foreclosure or by deed in lieu of foreclosure under its Purchase Money Mortgage after giving the City the required sixty (60) days notice, the rights and restrictions contained in this Covenant shall terminate, and the Property shall become free from the rights and restrictions in this Covenant. Notwithstanding the foregoing, nothing shall prevent a Purchase Money Mortgagee from selling the Property to a Qualified Purchaser in any foreclosure proceeding or after acquisition of title to the Property. The City shall, upon request, provide a determination as to a purchaser's qualifications as a Qualified Purchaser. In such case, the deed shall indicate that the Property is being sold subject to these Covenants, or Replacement Covenants, as the case may be.

(d) Excess Proceeds. If a Purchase Money Mortgagee conducts a foreclosure or other proceeding enforcing its rights under its Purchase Money Mortgage (or accepts a deed in lieu of foreclosure with respect thereto), and the Property is sold for a price that exceeds the Maximum Resale Price that would be applicable on the date of the sale or deed in lieu of foreclosure, then all amounts in excess of such Maximum Resale Price shall be paid to the City after payment to the Purchase Money Mortgagee of the outstanding principal balance owing under the Purchase Money Mortgage (including any future advances approved by the City in accordance with Paragraph 10(a) above), plus accrued interest and all reasonable costs and expenses the Purchase Money Mortgagee is entitled to recover under the terms of its Purchase Money Mortgage.

11. ENFORCEMENT. Grantor, Grantee, and each Owner hereby acknowledge and agree that the covenants, conditions and restrictions set forth herein are imposed for the benefit of residential community of the City of Charleston, and that the City has interests in real property and social, cultural and economic interests that benefit from the imposition of these covenants and restrictions. The benefits of these covenants, conditions and restrictions run with the Property, and bind and burden the Property. These Covenants shall be enforceable by the City. Grantor, Grantee and each Owner further acknowledge and agree that a breach of the covenants, conditions, and restrictions set forth herein shall potentially result in a broad range of economic,

EXHIBIT B

social, cultural and residential damages to a large number of parties, that such damages are difficult if not impossible to determine, and that the City shall be entitled to seek such remedies as may be available to it at law or in equity including but not limited to injunctive relief and specific performance. The City shall be entitled to reasonable attorney fees and costs in the event of a breach by the Owner of these Covenants.

12. NOTICES. Whenever these Covenants require any party to give notice to another, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested. Notice to the Owner shall be mailed to the Owner in accordance herewith at the address of the Property, or such other address as designated by like written notice. Notice to the City shall be mailed to the City in accordance herewith to the address set forth below, or such other address as designated by like written notice:

City of Charleston
Department of Housing and Community Development
145 King Street. 4th Floor
Charleston, South Carolina, 29401

13. SEVERABILITY. Whenever possible, each provision of these Covenants shall be interpreted in such manner as to be effective and valid, but if the application of any provision of these Covenants shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of these Covenants are declared to be severable. Notwithstanding anything contained herein to the contrary, if any provision of these Covenants shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until thirty (30) years from the date of first recordation.

14. HEADINGS. The headings of the sections in these Covenants are for convenience only and shall not be used to interpret the meaning of any provision contained herein.

15. CITY INSPECTION. The City shall have the right to inspect the Property from time to time to insure compliance with these Covenants.

16. NO SUBDIVISION. Without the prior express written consent of the City, the Property shall not be subdivided, nor converted to any form of horizontal property regime, nor any portion less than all the Property so conveyed, nor shall any form of interval ownership of or time sharing of the Property be permitted.

17. PREVENTION OF HEIRS PROPERTY. The Owner shall maintain a current will and shall use reasonable efforts to prevent the Property from transferring upon the Owner's death pursuant to the laws of intestacy.

18. PAYMENT OF AD VALOREM TAXES. The Owner shall promptly pay each year the ad valorem taxes on the Property and shall deliver a copy of the paid receipt for such taxes to the City within 30 days of payment. In order to protect the City's equitable interest in the Property,

EXHIBIT B

the City shall have the right to pay any delinquent taxes on the Property and shall have a lien against the Property for any such amount ("City Tax Lien"). In addition to any other remedies provided by law or equity for the breach of these Covenants, the City shall have the right to foreclose on the City Tax Lien in the event that the Owner fails to reimburse the City for same within sixty (60) days of written notice from the City.

19. CLOSING ATTORNEY'S OBLIGATION TO EXPLAIN COVENANTS. At the closing of any conveyance of the Property that is subject to these Covenants, the attorney conducting such closing ("Closing Attorney") shall explain the terms and conditions set forth herein to the Owner. Within 10 business days after such closing, the Closing Attorney shall forward to the City an affidavit signed by the Owner stating that the Owner has read, understood, been provided a copy of and obtained legal advice with respect to these Covenants.

EXHIBIT B

IN WITNESS WHEREOF, the **CITY OF CHARLESTON** has caused these presents to be executed this ____ day of _____, 201__.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

CITY OF CHARLESTON

By: _____ (L.S.)
Joseph P. Riley, Jr.
Its: Mayor

[illegible]

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this _____ day of _____ 20__, by the City of Charleston, by Joseph P. Riley, Jr., its Mayor.

Notary Public for South Carolina
My Commission Expires: _____ [SEAL]



c(i)
Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 711 SAVAGE ROAD (3.17 ACRES) (TMS# 310-03-00-061), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND INCLUDES ALL PUBLIC RIGHTS-OF-WAY, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 7.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 7 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 711 Savage Road, (3.17 acres) is identified by the Charleston County Assessors Office as TMS# 310-03-00-061, (see attached map) and includes all public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2014, in the 239th Year of the Independence of the
United States of America.

By:

Joseph P. Riley, Jr.
Mayor

Attest:

Vanessa Turner-Maybank
Clerk of Council

Annexation Profile

Parcel Address: 711 Savage Road

Presented to Council: 10/14/2014

Status: Received Signed Petition

Owner Names: Macedonia AME Church

Year Built:

Number of Units: 0

Parcel ID: 3100300061

Number of Persons: 0

Race: Vacant

Acreage: 3.17

Mailing PO Box 22202

Current Land Use: Vacant

Address: Charleston, SC 29401

Current Zoning: R-4

Requested Zoning: SR-4

Recommended Zoning: SR-4

City Area: West Ashley

Appraised Value: \$68,499.00

Subdivision:

Assessed Value: \$4,110.00

Council District: 7

Stormwater Fees: To Be Calculated

Within UGB: Yes

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 11
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is an undeveloped site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

City of Charleston Annexation Map

Parcel Address:

711 Savage Rd

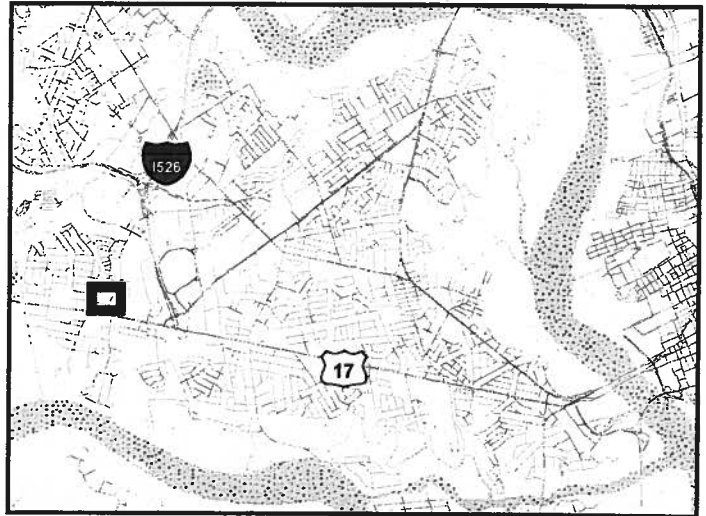
TMS #:

3100300061

Acreage: 3.17

City Council District: 7

West Ashley



Area to be
Annexed



Corporate Limits
City of Charleston



Water



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 3.17 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 310-03-00-061 (Savage Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 18th day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Lawrence E. Gordon
(Signature)

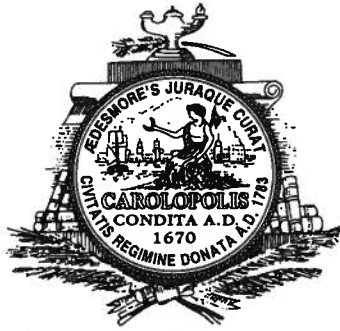
9/18/2014
(Date)

Lawrence E. Gordon
(Print Name)

(Signature)

(Date)

(Print Name)



2611
Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 3130 MAYBANK HIGHWAY (0.34 ACRE) (TMS# 313-00-00-022), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND INCLUDES ALL PUBLIC RIGHTS-OF-WAY, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 5 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 3130 Maybank Highway, (0.34 acre) is identified by the Charleston County Assessors Office as TMS# 313-00-00-022, (see attached map) and includes all public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2014, in the 239th Year of the Independence of the
United States of America.

By:

Joseph P. Riley, Jr.
Mayor

Attest:

Vanessa Turner-Maybank
Clerk of Council

Annexation Profile

Parcel Address: 3130 Maybank Highway

Presented to Council: 10/14/2014

Status: Received Signed Petition

Owner Names: Carolina Resort Properties, LLC

Year Built:

Parcel ID: 3130000022

Number of Units: 0

Number of Persons: 0

Race: Vacant

Acreage: 0.34

Mailing Address: 5154 Ravens View Road

Current Land Use: Vacant

Address: Charleston, SC 29455

Current Zoning: CC

Requested Zoning: GB

City Area: Johns Island

Recommended Zoning: GB

Subdivision:

Appraised Value: \$345,530.00

Council District: 5

Assessed Value: \$20,730.00

Within UGB: Yes

Stormwater Fees: To Be Calculated

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 17
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	St. Johns Water Service Area, CWS Sewer Service Area.
Planning	
Urban Growth Line	Property is an undeveloped site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

City of Charleston Annexation Map

Parcel Address:

3130 Maybank Hwy

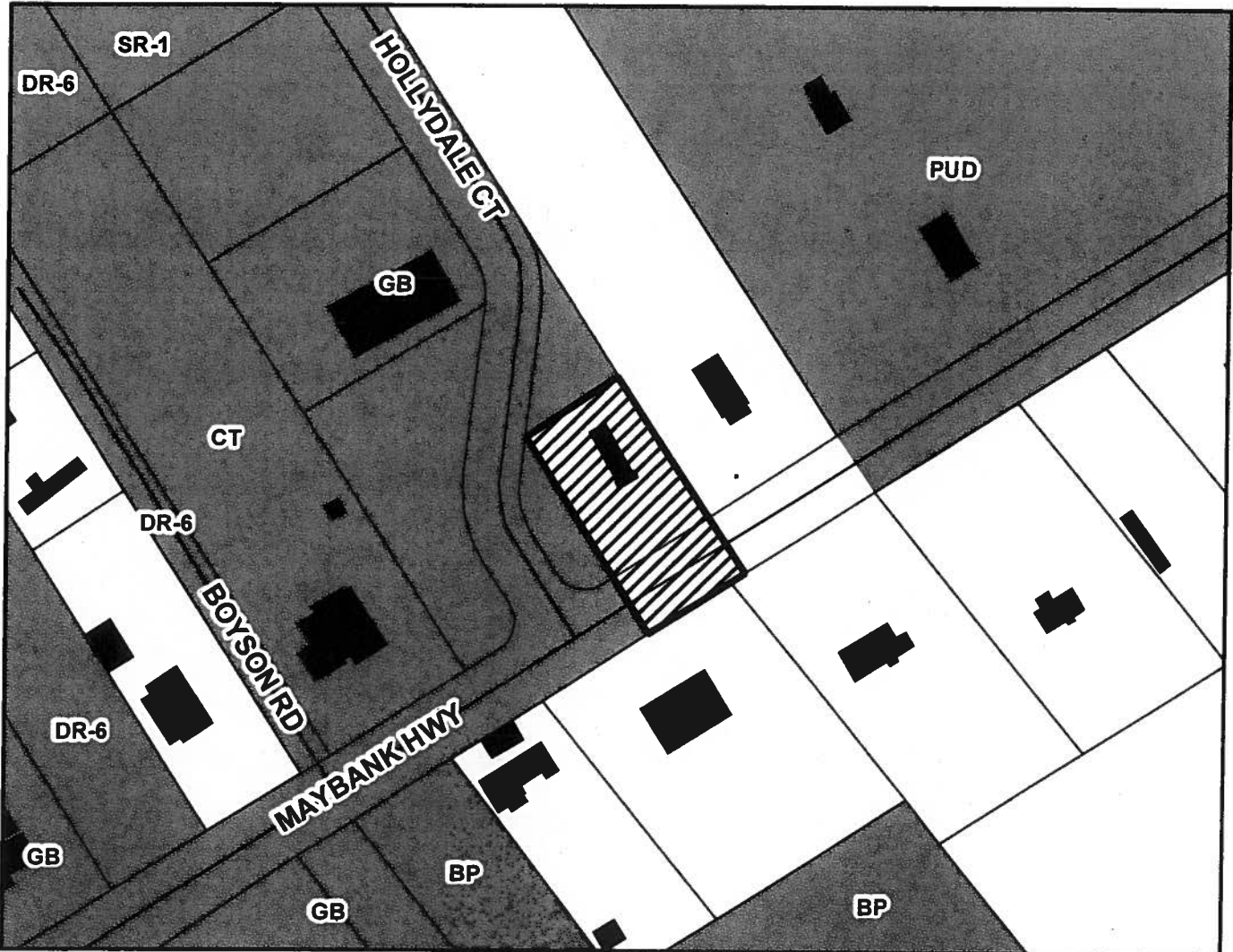
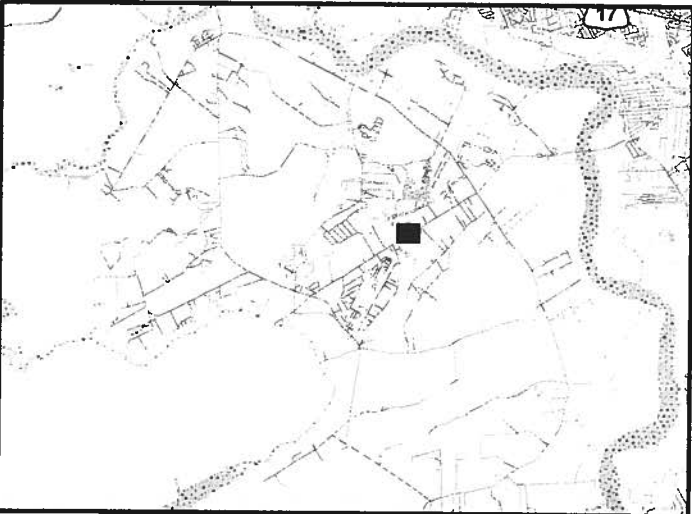
TMS #:

3130000022

Acreage: 0.34

City Council District: 5

Johns Island



Area to be
Annexed



Corporate Limits
City of Charleston



Water



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on Johns Island (0.34 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 313-00-00-022 (3130 Maybank Hwy).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 19th day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Carolina Resort Properties, LLC
(Signature)

09/21/2014

(Date)

Carolina Resort Properties, LLC

(Print Name)

Eva H. Glover
(Signature)

09/21/2014

(Date)

Eva H. Glover Member/Manager

(Print Name)



2000
Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS CLEMENTS FERRY ROAD AND HEIDIE LANE (30.23 ACRES) (TMS# 267-00-00-004, 267-00-00-010, 267-00-00-050, 267-00-00-051, 267-00-00-052, 267-00-00-053, 267-00-00-054, 267-00-00-055, 267-00-00-056, 267-00-00-057, 267-00-00-069, AND 267-00-00-071), CAINHOY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 1.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

- A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
- C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 1 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, Clements Ferry Road and Heidie Lane, (30.23 acres) is identified by the Charleston County Assessors Office as TMS# 267-00-00-004, 267-00-00-010, 267-00-00-050, 267-00-00-051, 267-00-00-052, 267-00-00-053, 267-00-00-054, 267-00-00-055, 267-00-00-056, 267-00-00-057, 267-00-00-069, AND 267-00-00-071 (see attached map), shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2014, in the 239th Year of the Independence of the
United States of America.

By:

Joseph P. Riley, Jr.
Mayor

Attest:

Vanessa Turner-Maybank
Clerk of Council

Annexation Profile

Parcel Address: Clements Ferry Road and Heidie Lane

Presented to Council: 10/14/2014

Status: Received Signed Petition

Owner Names: Various Owners

Year Built:

Parcel ID: 2670000010

Number of Units:

Number of Persons:

various

Race: Vacant

Acreage: 30.23

Current Land Use: Vacant

Mailing

Current Zoning: GC, R-2

Address:

Requested Zoning: PUD

Recommended Zoning: PUD

City Area: Cainhoy

Appraised Value: \$362,200.00

Subdivision:

Assessed Value: \$21,690.00

Council District: 1

Stormwater Fees: To Be Calculated

Within UGB: Yes

Police	Located in existng service area - Team 5
Fire	Located in existing service area - Station 20
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is an undeveloped site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

City of Charleston Annexation Map

Parcel Address:

Clements Ferry Rd and Heidie Ln

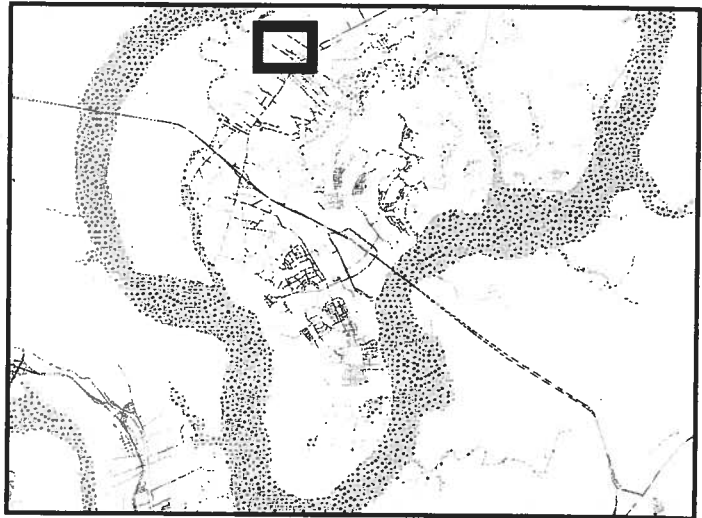
TMS #:

2670000004, 2670000010,
2670000069, 2670000071, and
2670000050 through 2670000057

Acreage: 30.23

City Council District: 1

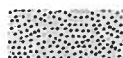
Cainhoy



Area to be
Annexed



Corporate Limits
City of Charleston



Water



STATE OF SOUTH CAROLINA)

BERKELEY COUNTY)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in Cainhoy (approximately 11.329 acres) to be annexed is identified by the Berkeley County Assessors Office as Property Identification Numbers: TMS# 267-00-00-004, 267-00-00-050, 267-00-00-051, 267-00-00-052, 267-00-00-053, 267-00-00-054, 267-00-00-055, 267-00-00-056 and 267-00-00-057 (multiple properties located on and off Clements Ferry Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

Eugene J. West
(Signature)

EUGENE J. WEST
(Print Name)

Linda C. West
(Signature)

LINDA C. WEST
(Print Name)

DATE OF SIGNATURE

10 - 03 - 2014
(Date)

10-03-2014
(Date)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in Cainhoy (approximately 14+ acres) to be annexed is identified by the Berkeley County Assessors Office as Property Identification Numbers: TMS# 267-00-00-010, (property off Heidie Lane and Clements Ferry Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Neena M. Gaskin
(Signature)

9/25/14
(Date)

Neena M. Gaskin
(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in Cainhoy (approximately 14+ acres) to be annexed is identified by the Berkeley County Assessors Office as Property Identification Numbers: TMS# 267-00-00-010, (property off Heidie Lane and Clements Ferry Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Doris Gaskin
(Signature)

09-25-2014
(Date)

DORIS GASKIN
(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

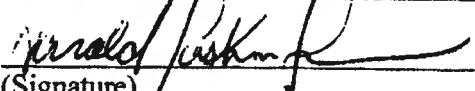
SAID PROPERTY, located in Cainhoy (approximately 14+ acres) to be annexed is identified by the Berkeley County Assessors Office as Property Identification Numbers: TMS# 267-00-00-010, (property off Heidie Lane and Clements Ferry Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE


(Signature)

9/25/14.
(Date)

HAROLD C. SKIN JR
(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in Cainhoy (approximately 14+ acres) to be annexed is identified by the Berkeley County Assessors Office as Property Identification Numbers: TMS# 267-00-00-010, (property off Heidie Lane and Clements Ferry Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

(Signature)

(Date)

(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in Cainhoy (approximately 14+ acres) to be annexed is identified by the Berkeley County Assessors Office as Property Identification Numbers: TMS# 267-00-00-010, (property off Heidie Lane and Clements Ferry Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

Jennifer Gaskin
(Signature)

Jennifer Gaskin
(Print Name)

(Signature)

(Print Name)

DATE OF SIGNATURE

9/27/14
(Date)

(Date)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

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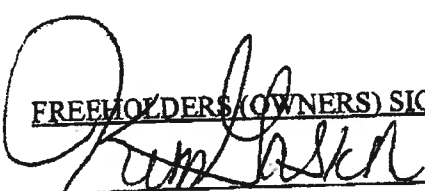
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NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED


(Signature)

Kim GASKIN
(Print Name)

DATE OF SIGNATURE

9/28/2014
(Date)

(Signature)

(Print Name)

(Date)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Rachel Gaskin Stone
(Signature)

26 Sept 2014
(Date)

Rachel Gaskin Stone
(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
BERKELEY COUNTY)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Avery E. Green

(Signature)

9-25-2014

(Date)

Avery E. Green

(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
BERKELEY COUNTY)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

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NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Jennifer Washington
(Signature)

9/30/2014
(Date)

Jennifer Washington
(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in Cainhoy (approximately 1.45 acres) to be annexed is identified by the Berkeley County Assessors Office as Property Identification Numbers: TMS# 267-00-00-069, (property located off Clements Ferry Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Nina M. Gaspelin
(Signature)

9/22/14
(Date)

Nina M. Gaspelin
(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Doris Gaskin
(Signature)

09-25-2014
(Date)

DORIS GASKIN
(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

[Signature]
(Signature)

9/25/14
(Date)

HAROLD GINSKIN JR
(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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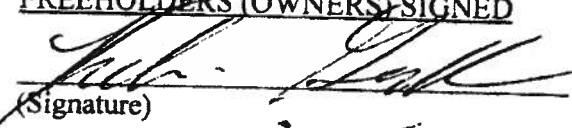
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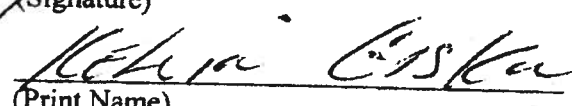
Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE


(Signature)


(Date)


(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

Jennifer Gaskin
(Signature)

Jennifer Gaskin
(Print Name)

(Signature)

(Print Name)

DATE OF SIGNATURE

9/27/14
(Date)

(Date)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in Cainhoy (approximately 1.10 acres) to be annexed is identified by the Berkeley County Assessors Office as Property Identification Numbers: TMS# 267-00-00-071, (property located off Clements Ferry Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

Nina M. Garvin
(Signature)

NINA M. GARVIN
(Print Name)

(Signature)

(Print Name)

DATE OF SIGNATURE

9/25/14
(Date)

(Date)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

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NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Doris Gaskin
(Signature)

09-25-2014
(Date)

DORIS GASKIN
(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Nancy P. P. R.
(Signature)

9/25/14
(Date)

HAROLD W. S. L. R.
(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE


(Signature)

9-25-2014
(Date)

KELVIN GASLIN
(Print Name)

(Signature)

(Date)

(Print Name)

STATE OF SOUTH CAROLINA)
BERKELEY COUNTY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 22nd day of
September, 2014

FREEHOLDERS (OWNERS) SIGNED

Jennifer Gaskin
(Signature)

Jennifer Gaskin
(Print Name)

(Signature)

(Print Name)

DATE OF SIGNATURE

9/27/14
(Date)

(Date)

c(iv)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS MAIN ROAD (20.62 ACRES) (TMS# 280-00-00-077; 280-00-00-296 AND 280-00-00-297), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 5 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, Main Road, (20.62 acres) is identified by the Charleston County Assessors Office as TMS# 280-00-00-077, 280-00-00-296 AND 280-00-00-297 (see attached map), shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2014, in the 239th Year of the Independence of the
United States of America.

By:

Joseph P. Riley, Jr.
Mayor

Attest:

Vanessa Turner-Maybank
Clerk of Council

Annexation Profile

Parcel Address: Main Road

Presented to Council: 10/14/2014

Status: Received Signed Petition

Owner Names: Allan A. Rashford

Year Built:

Parcel ID: 2800000077

Number of Units:

Number of Persons: 0

2800000296 and 2800000297

Race: Vacant

Acreage: 20.62

Mailing Address: 2049 Savannah Highway

Current Land Use: Vacant

Charleston, SC 29407

Current Zoning: RR-3

Requested Zoning: SR-1

City Area: Johns Island

Recommended Zoning: TBD

Subdivision:

Appraised Value: \$111,191.00

Council District: 5

Assessed Value: \$6,650.00

Within UGB: Yes

Stormwater Fees: To Be Calculated

Police	Located outside existing service area
Fire	Located in existing service area - Station 17
Public Service	
Sanitation	Located outside existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	St. Johns Water Service Area, Outside CWS Sewer Service Area
Planning	
Urban Growth Line	Property is an undeveloped site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The proposed development and zoning are not consistent with the City Plan.
Recommend disapproval.

City of Charleston Annexation Map

Parcel Address:

Properties on Main Rd

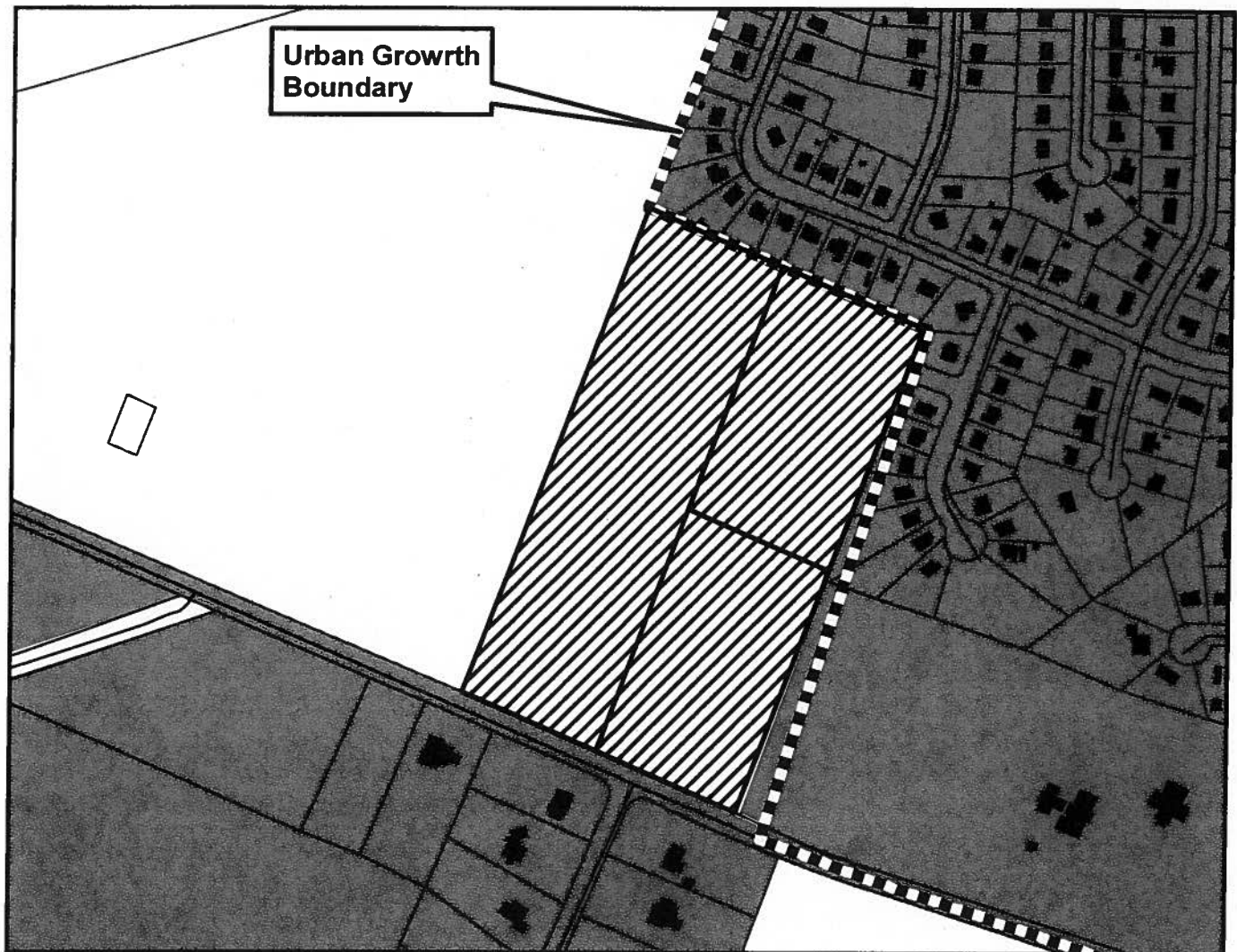
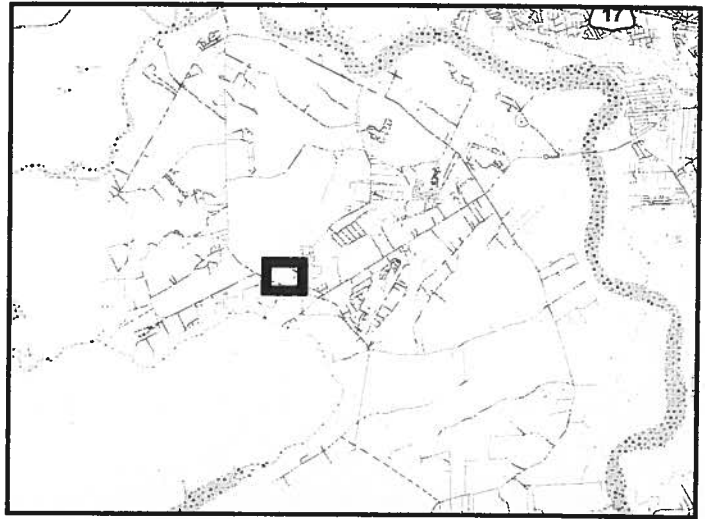
TMS #:

2800000077, 2800000296 &
2800000297

Acreage: 20.62

City Council District: 5

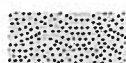
Johns Island



Area to be
Annexed



Corporate Limits
City of Charleston



Water



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on Johns Island (approximately 20.62 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 280-00-00-077, 280-00-00-296, 280-00-00-297
(Address: Property located on Main Rd).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 3rd day of
October, 2014

FREEHOLDERS (OWNERS) SIGNED

ALLAN A RASHEED
(Signature)

ALLAN A RASHEED
(Print Name)

DATE OF SIGNATURE

10-3-2014.
(Date)

(Signature)

(Date)

(Print Name)